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**AGREEMENT**

**between**

**GOUVERNEUR CENTRAL SCHOOL DISTRICT**

**-and-**

**GOUVERNEUR TEACHERS ASSOCIATION**

**July 1, 2004 to June 30, 2007**

**RECEIVED**

**JAN 31 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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AGREEMENT -- GOUVERNEUR CENTRAL SCHOOL DISTRICT

and

GOUVERNEUR TEACHERS ASSOCIATION

-----  
July 1, 2004 to June 30, 2007

(except as modified by Article 21)  
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PURSUANT TO ARTICLE 14 OF THE STATE CIVIL SERVICE LAW, THE SUPERINTENDENT OF SCHOOLS, GOUVERNEUR CENTRAL SCHOOL DISTRICT HEREBY ADOPTS THE FOLLOWING AGREEMENT COVERING RECOGNITION OF A TEACHER ORGANIZATION AND THE METHODS BY WHICH NEGOTIATIONS SHALL TAKE PLACE WITH SAID ORGANIZATION.

ARTICLE 1. AGREEMENT

This Agreement made and entered into November 29, 2004 by and between the Superintendent of Schools, Gouverneur Central School District, (hereinafter referred to as the "Superintendent") and the Gouverneur Teachers Association (hereinafter referred to as the "Association").

ARTICLE 2. RECOGNITION

The Board, in order to recognize a teacher organization as exclusive representative and bargaining agent of teaching personnel and registered nurses requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of signed designation cards, or dues deduction authorizations. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

ARTICLE 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each of the parties hereto acknowledge the rights and responsibilities of the other party, the rights of individual unit members under the law, and the responsibility of both parties to follow policies set by the Commissioner of Education. If any Article or Section of this Agreement, or an Addendum thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda hereto shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

### ARTICLE 3. RESPONSIBILITIES OF THE PARTIES (Continued)

- 3.2 The Board of Education, Superintendent of Schools, and Administrators will not interfere with the rights of unit members of the District to become members of the Gouverneur Teachers Association. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents against any unit member because of membership in the Association.
- 3.3 It is the continuing policy of the Board and the Association that the provisions of this Agreement shall be applied to all unit members covered by it without regard to race, color, religious creed, sex, or national origin.
- 3.4 The Association agrees that neither it nor any of its officers or members will intimidate or coerce unit members of the District into membership in the GTA or will engage in Association activity during academic school hours except as it can be accomplished without interference with the instructional program. (Even this exception will be invoked minimally.)
- 3.5 It shall be the joint responsibility of the Board and the Administrators to develop reasonable rules for student conduct, to support the unit member in the enforcement of such rules, and to protect insofar as possible a unit member who is subjected to harassment or legal action as the result of carrying out an approved disciplinary policy. It shall be the responsibility of the unit member to use sound judgment in the application of discipline, and to act within formal Board policy.
- 3.6 The Gouverneur Teachers Association, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sitdowns, slowdowns, stoppages of work, or picketing of any kind or form, however peaceful, nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District, and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.
- 3.7 RIGHT TO JOIN OR NOT JOIN - It is further recognized that unit members have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any unit member.

### ARTICLE 4. ADMINISTRATIVE FUNCTIONS

- 4.1 The GTA recognizes the prerogative of the Board and Superintendent to operate and manage the affairs of the District in all respects and in accordance with its responsibilities.
- 4.2 The Board and Superintendent retain and reserve unto themselves all powers, authority, rights, functions, duties and responsibilities conferred upon and invested in them by the Laws and Constitution of the State of New York and of the United States and such other rules and regulations promulgated by the Commissioner of Education.
- 4.3 The Board and Superintendent retain, solely and exclusively, the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the District will be conducted except where those rights are clearly, expressly, and specifically limited in the Agreement.
- 4.4 The administration of the affairs of the school district is an exclusive function of the Superintendent acting with the Board provided, however, that in the exercise of such functions neither the Superintendent nor the Board shall alter any of the provisions of this Agreement.

## ARTICLE 5. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 5.1 NEGOTIATING TEAMS - The Board, or designated representative(s), will meet with representatives designated by the Gouverneur Teachers Association for the purpose of negotiating a successor agreement.
- 5.2 OPENING NEGOTIATIONS - Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. Such a request shall be made during the month of January of the last year of this agreement. The first meeting shall be for the purpose of establishing ground rules for negotiations.
- 5.3 NEGOTIATION PROCEDURES - The Superintendent or his designee and the representatives of the Administration or Board, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understandings and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
- 5.4 Before the Superintendent adopts a change in policy which affects wages, hours, or any other conditions of employment which is a mandatory subject of bargaining and which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Superintendent shall notify the Association, in writing, that such a change is being contemplated. The Association will have the right to negotiate such items with the Superintendent provided that it filed such a request with the Superintendent within five (5) calendar days after receipt of said notice.
- 5.5 EXCHANGE OF INFORMATION - Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- 5.6 CONSULTANTS - The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- 5.7 REACHING AGREEMENT - When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association for approval. Following approval by a majority of the Association membership and the Board, the Board will take such action upon the recommendation(s) submitted as are necessary to make them official.

## ARTICLE 6. AGREEMENT DISTRIBUTION

Copies of this agreement shall be reproduced at the expense of the school district for all unit members now employed or hereafter employed by the school district within a reasonable time after its execution.



## ARTICLE 7. INSURANCE PLANS

- 7.1 **HEALTH INSURANCE** - The St. Lawrence County School Employees Health Insurance Plan will be provided for unit members on a non-contributory basis. This applies to members and dependents, active and retired. Retired members must be on Step 20 of the salary schedule and have five (5) years of service with the District. However, unit members with at least ten (10) years of service may continue coverage at their own expense.
- 7.1.1 The provisions provided in the Memorandum of Agreement regarding the St. Lawrence-Lewis Counties School District Employees' Medical Plan, attached herein as Appendix E, shall be part of this agreement.
- 7.1.2 The District shall annually evaluate the advisability of offering the follow health insurance benefit option.
- A. Upon a District determination to proceed, unit members with available health insurance coverage outside the St. Lawrence-Lewis Co. School Employees Health Plan shall be provided the option not to be covered by the health insurance provided under Article 7.1 of this agreement.
- B. Unit members will be eligible to receive the following amount based on their coverage eligibility as of January 1<sup>st</sup> of each year or the date of hire, if hired after January 1<sup>st</sup>.
- |                               |        |
|-------------------------------|--------|
| Individual Coverage           | \$ 575 |
| Two Person Coverage           | 1,150  |
| Three or More Person Coverage | 1,500  |
- C. Unit member must execute an agreement with the District by December 20<sup>th</sup> of each year. The Agreement shall be effective for coverage from January 1<sup>st</sup> to December 31<sup>st</sup> only. Insurance shall be provided in accordance with 7.1 of the agreement unless a buy-out option is executed. A lump sum payment shall be made in January of each year.
- D. Once an agreement is executed, the unit members may not change their election during the calendar year unless the change is necessitated by and consistent with a change in family status. Benefit election changes are consistent with family status only if the election change is necessary or appropriate as a result of family status change. Any changes will result in a refund due to the District.
- 7.1.3 Unit members appointed by the district working less than .5FTE would not be provided benefits outlined in Article 7.1.
- 7.1.4 If an employee's/retiree's spouse and/or dependents have access to employer-paid or partially-paid health insurance within the St. Lawrence-Lewis Counties School District Employees' Medical Plan (Plan), the rules for coordination of benefits that follow shall apply. The goal of these provisions is to provide full, unduplicated and uninterrupted coverage to all Gouverneur unit members and retirees, their spouses, and dependents at minimum cost to the District. No provision shall be construed to allow unit members and retirees, their spouses and/or dependents to profit from their access to coverage by accepting buy-outs or receiving other salary or benefits that transfer the burden of additional cost to the Gouverneur District.
1. No duplicate coverage within the Plan will be allowed.
  2. Spouses and dependents must avail themselves of all health insurance benefits available to them as unit members and/or dependents of unit members in other districts within the plan.
  3. Cost incurred by spouses and dependents shall be reimbursed by the District. Cost incurred shall be defined as that portion of the Plan premium that is paid by all unit members in their district of employment. In the event that the requirement outlined in #2 above does not benefit the District, then #2 above shall not apply.

ARTICLE 7. INSURANCE PLANS (Continued)

7.2 DENTAL PLAN

- 7.2.1 The District shall provide \$26,000 per year.
- 7.2.2 The Dental Plan shall be selected by the Association subject to the approval of the Superintendent.

7.3 FLEXIBLE BENEFITS Section 125 Flexible Benefit Plan

- 7.3.1 The Flexible Benefits Plan will be mutually designed by the school district and the GTA.
- 7.3.2 The Plan administrator will be determined by the school district with GTA involvement.
- 7.3.3 The Flexible Benefits Plan start-up cost will be paid by the unit members per 7.3.4 below. The operating expenses of the Flexible Benefits Plan will be paid by the school district.
- 7.3.4 Unit members will contribute an additional 5% of the amount deposited within their Flexible Benefits Account to the Gouverneur Central School District. These monies shall first be used to offset any start-up cost of the Flexible Benefits Plan. All subsequent monies shall be appropriated by the Board of Education into a GTA Mini-Grant Fund for Technology. Any unused monies in the employees' account will be forwarded to the above referenced GTA Mini-Grant fund.
- 7.3.5 The Central Committee for the Flexible Benefits Program made up of representatives from the school district and GTA will report back to the Board of Education and the GTA how the plan is working, as well as, the overall finances relating to the plan.
- 7.3.6 A third party counselor at the prevailing per diem rate would be available to help set up the plan and for counseling on a group basis.

ARTICLE 8. CONDITIONS OF EMPLOYMENT

8.1 CLASS SIZE AND CLASS LOAD - Class size will be kept at reasonable instructional level whenever possible, physically practical and educationally sound. Whenever possible, every reasonable effort will be made to equalize class load (number of classes) within departments and grade levels. In determining class size for Industrial Arts and Agriculture classes the safety factor should be given prime consideration.

8.1.1 The Labor Management Committee [LMC] (as defined in Article 11) shall be charged with advising the Board of Education when, in its judgment, class sizes are becoming unreasonable as explained in 8.1 above.

8.1.2 The following listing is established as a guideline for future reference. If class sizes exceed the recommended maximum number by 20%, the situation may be brought to the attention of the LMC through the following procedure:

- A. When the maximum has been reached or exceeded, the individual unit member shall discuss the problem with the building principal first.
- B. If the problem is not resolved, the teacher may then request, in writing, that the LMC study the problem.
- C. Upon receipt of a written request, the LMC shall consider the matter at the next regular meeting.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- D. Upon completion of the study, the LMC shall submit, in writing, a report to the individual unit member explaining actions or recommendations.
- E. The unit member may resubmit his concern at a later date if in his judgment a problem still exists.

Recommended Class Sizes	Average	Medium	20% Tolerance
Elementary:			
Kindergarten	20	24	29
Grades 1 & 2	18	22	27
Grades 3-6	20	24	29
Secondary:			
Music, Instrumental	--	4	5

- 8.1.3 The secondary teachers schedule shall be developed within the concept of a teaching load and shall be subject to a teaching load limit and class size as outlined below

The TEACHING LOAD LIMIT will be determined by calculating the number of sections, preparations, and students each teacher has on a daily basis. A formula will be used as outlined below which weights each section 25 points, each preparation 25 points, and each student 1 point. No teacher's points will exceed 360.

TEACHING LOAD LIMIT FOR CORE AREAS:

The core academic areas include classes taught in math, science, foreign language, English, and social studies departments.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	150	150	150	
Total			400	400	
Total Contract Limit				360	
Individual Class Limit					27
Science Lab Limit					16

TEACHING LOAD LIMIT FOR ENCORE AREAS GROUP I:

The Encore Areas Group I includes classes in health, physical education, middle school art, Intro to Occupations, business, music, agriculture.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	160	160	160	
Total			410	410	
Total Contract Limit				360	
Individual Class Limit					28

## ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

### TEACHING LOAD LIMIT FOR ENCORE AREAS GROUP II-LAB:

The Encore Areas Group II-Lab includes family and consumer science classes, technology classes, agriculture shop/lab, and high school art (9-12) classes.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	108	108	108	
Total			358	358	
Total Contract Limit				360	
Individual Class Limit					18

#### \* Definitions:

Section	=	a single block of instruction, which leads to student course credit, or a Carnegie unit defined as 180 days of instruction time 40 min. per day. Time approximately 43 minutes (approximately. 86 minutes = 2 sections)
Preparation	=	preparation needed for teaching a unique course
Student	=	A class enrollee

Each year prior to the development of the Master Schedule, the High School Administration will meet with each Department to solicit input regarding the length of sections and make every attempt to accommodate requests.

- 8.2 FAIR DISCIPLINE AND DISMISSAL - No member of the bargaining unit shall be dismissed, reprimanded, reduced in rank or compensation or deprived of any other professional advantage except for just cause.
- 8.3 DISMISSAL TIME - The dismissal time for unit members shall be subject to the professional responsibility of the member. Unit members shall be expected to be in their assignment area available for work for seven hours (elementary) and 7 1/4 hours (secondary) a day. They shall remain beyond this time for the usual-reasonable amount of staff meetings as scheduled by the Administration. Staff members shall also be available to remain beyond the end of the school day when it is necessary to meet with students or parents.
- 8.4 HOURS AND SCHOOL YEAR - School year to be the same as students calendar plus any days needed before students report for school in September and school days after the students leave in June to complete any required duties assigned by the administration within the unit member's area of responsibility.
- 8.5 MILEAGE RATE - Unit members whose duties require that they travel between schools in the Gouverneur Central School District will be reimbursed at the rate in effect for all district employees if using their own vehicle and if a district vehicle is not available.
- 8.6 NOTIFICATION OF TEACHING ASSIGNMENT:
- 8.6.1 Each unit member must be notified prior to May 15th of his subject and grade assignment for the coming year. Notice of any change after that date must be made immediately after the changes are determined.
- 8.6.2 Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable, and except in cases of emergency not later than May 14th.

## ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- 8.6.3 When an involuntary transfer or reassignment is necessary a unit member's area of competence, major or minor field of study, length of service in the Gouverneur Central School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- 8.6.4 An involuntary transfer or reassignment shall be made only after a meeting between the unit member involved and the Building Principal or District Department Chairman at which time the unit member shall be notified of the reason therefor. A unit member who is involuntarily transferred from his/her subject, building or grade level or who is denied a request to make such a transfer may pursue the procedures and rights already in the contract. In addition, the member may request a meeting with the Union President and Superintendent. If the request is made within 30 days of notification, then such a meeting shall be held and the teacher may present any and all rationale. Subsequent to such a meeting the Superintendent, after conferring with the Union President shall decide whether to change the decision.
- 8.6.5 A list of open positions in the school district shall be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request the positions, in order of preference, to which they desire to be transferred. All such unit members shall be given adequate time off for the purpose of visiting schools at which open positions exist (1/2 day or couple of hours with adequate notice). Unit members being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment, provided they are certified, in regard to choice among those positions which are vacant. A unit member being involuntarily transferred or reassigned shall be placed only in an equivalent position -- i.e., one which, among other things, does not involve reduction in rank or in total compensation.

### 8.7 NOTIFICATION OF VACANCIES

- 8.7.1 Whenever a vacancy exists whether it be a new position or a vacancy caused by someone leaving a position the Superintendent shall submit to the members of GTA through the Association President or designated member written notification of said position. If it is a new position, a job description shall accompany the notification.
- 8.7.2 Unit members who wish to be given consideration for professional vacancies shall file an application with the Superintendent within two weeks of the written notice above.
- 8.7.3 Unit members who apply for a position within the time limit in 8.7.2 above shall be given equal, but not exclusive consideration.
- 8.7.4 Should a unit member be appointed to fill an initial vacancy, the notice required in 8.7.1 above will be given for the vacancy so created. However, no notice is required for subsequent vacancies.
- 8.7.5 If the Superintendent becomes aware of a vacancy between August 1 and September 15 of any year he can fill the vacancy at any time after giving written notice of the vacancy to the GTA.
- 8.7.6 All unit member applicants shall be notified, in writing, of the disposition of the position.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

8.8 UNIT MEMBER EVALUATION

8.8.1 PURPOSES OF UNIT MEMBER EVALUATION:

The chief purposes for evaluating unit members are:

- (a) to maintain a highly qualified, competent staff,
- (b) to promote its continuing development,
- (c) to permit a unit member to seek and receive supervisory assistance when needed, and
- (d) to enable the District to make informed decisions regarding employment of individual teachers.

8.8.2 EACH REQUIRED EVALUATION SHALL ADDRESS THE FOLLOWING TOPICS:

- (a) How well a unit member is performing the duties and responsibilities of his/her position.
- (b) Areas in which improvement is needed.
- (c) A candid appraisal of a unit member's work.

8.8.3 EVALUATION OF TEACHER PERFORMANCE:

It is agreed that an on-going program of teacher evaluation is essential to the educational mission of the district. This program should be flexible, meet the dual purpose of improvement of instruction, and provide a rational basis for staff retention.

To that end, the following procedure will be followed:

A. Category 1 - First year Probationary Teachers:

- 1. All first year probationary teachers, and any second or third year probationer teaching for the first time in a different or substantially altered curriculum area, or at a different grade level, shall be formally evaluated (as defined below) at least twice prior to the completion of the teacher's first semester, preferably before Christmas recess.
- 2. Any teacher in this category identified by the administration as performing in a less than satisfactory manner, either as a result of the first two formal evaluations or through other means, shall be so notified, and shall receive a third formal evaluation within a reasonable period of time.
- 3. Should the teacher continue to exhibit less than satisfactory performance, at least one additional formal evaluation shall be conducted prior to the end of the school year. An unlimited number of casual observations (as defined below) may be conducted.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

B. Category 2 - Second and Third Year Probationary Teachers:

All second and third year probationary teachers shall receive a minimum of one (1) formal evaluation during the first semester of each school year. Should a teacher in this category be identified by the administration as performing in less than satisfactory manner, either as a result of formal evaluation, casual evaluation, or through other means, he/she shall be treated in the same manner as a teacher in Category 1 above. Should a teacher's continuation from the previous school year be considered "marginal" by the district (i.e., the teacher's employment was continued, but with reservations), then he/she shall be treated as in Category 1.

C. Category 3 - Tenured Teachers

All tenured teachers shall receive a minimum of one formal evaluation every two years. This evaluation will take place prior to May 1<sup>st</sup>.

In the off year, tenured teachers must choose one (1) option from the options identified in Appendix D. This option must be approved by the Building Principal by October 1<sup>st</sup>.

(References to specific situations, or comments resulting from specific situations must still be filed in a timely fashion pursuant to the personnel file section.)

D. Formal Evaluation -- a formal evaluation, for the purpose of this provision, shall consist of the following:

1. Objective(s) submitted in writing by the teacher to the evaluator prior to the lesson. A pre-conference will be held.
2. An observation, conducted openly and with the full knowledge of the teacher, covering a full class period or lesson.
3. The post-conference will be held within five (5) school days subsequent to the observation. The written evaluation will be developed after the post-conference and given to the unit member no later than eight (8) school days subsequent to the observation. Each written evaluation shall address the following points:
  - pre-conference notes
  - summary of main activities
  - instructional process
  - classroom management and environment
  - areas of greatest strengths
  - areas in which improvement is needed
  - a candid appraisal
  - post-conference notes

E. CASUAL OBSERVATION

Casual observations of teaching performance may be utilized for the purpose of alerting the teacher and administrator to the need for additional formal observations(s) and evaluation(s). A casual observation, within the meaning of this provision, may not be used for any purpose other than to establish that a legitimate need exists for additional formal evaluation.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

F. MINIMUM REQUIREMENTS

It must be stressed that all requirements for formal evaluations, off-year evaluations, and informal observations are minimums. Upon administrative initiative or teacher request, the numbers may be increased by any amount.

G. TEACHER PROTECTION

Before a decision is reached to terminate the services of a probationary teacher, on the basis of instructional performance, the teacher shall have received at least three (3) formal evaluations within the calendar year immediately preceding the decision. A "decision to terminate," for the purposes of this clause, shall be defined as the date upon which the teacher is formally notified, in writing, by the administration, that his/her services will no longer be continued.

The above shall pertain to evaluation of instructional performance only. Nothing contained above shall be interpreted as limiting the right of the Superintendent to recommend discipline or dismissal of a teacher for purposes other than classroom performance, provided, however that the district conforms to all other provisions of this agreement.

H. For the purpose of evaluating unit members other than classroom teachers, i.e., counselors, librarians, school nurse teacher, psychologists, etc., the following shall constitute the definition of a Formal Evaluation.

1. A pre-conference will be held, within the first month of the school year or of employment, at which time the administrator(s) responsible for evaluation, shall outline the goals, responsibilities, duties, and performance standards expected. The unit member shall indicate to the evaluator the method and manner in which he/she intends to accomplish these objectives and expectations. A written summary of this conference, signed by both parties, will be placed in the unit member's personnel file.

The unit member's signature does not indicate agreement with the pre-conference summary. It only indicates that a conference was held and the unit member received a copy of the pre-conference summary.

2. All formal written performance evaluations shall be based on conferences between the unit member and the evaluator. At that time the unit member's performance, based upon the initial written summary of expectations, is discussed. The administrator may evaluate these unit members in all phases of their teaching responsibilities and all other duties.

Each formal written evaluation shall include progress toward goals, areas of greatest strengths, areas in which improvement is needed, and a candid appraisal.

The unit member's signature does not indicate agreement with the evaluation. It only indicates that conference was held and the unit member received a copy of the evaluation. The unit member may file a written comment on the observation and evaluation within ten (10) school days. This will be attached to the evaluation and become part of his/her personnel file.



## ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

### 8.9 UNIT MEMBER PERSONNEL FILES

- 8.9.1 The official district personnel file for each member of the bargaining unit shall be maintained in the central office.
- 8.9.2 All data relevant to a member's employment, performance of his/her duties, promotion, discipline, evaluation and all other job-related matters shall be placed in the member's personnel file.
- 8.9.3 No material, excluding reference and information obtained in the process of evaluating the member for initial employment, which is derogatory to a member's conduct, service, character, or personality shall be filed unless the member has had an opportunity to examine the material. The member must affix his/her signature on the actual copy to be filed with the express understanding that such signature merely signifies that he/she has examined the material(s). Such signature does not necessarily indicate agreement with its content and may not be withheld.
- The member shall also have the right to submit a written answer to such material and his/her answer shall be signed by the Superintendent and attached to the actual file copy.
- 8.9.4 An incident which has not been reduced to writing within thirty (30) days of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. No material which is inaccurate, misleading or inappropriate shall be placed in said file.
- 8.9.5 The member shall have the right upon request to review the contents of his/her personnel file. Furthermore, the member shall be furnished a copy of any document therein.
- The member shall be entitled to have a representative of the Association accompany him/her during such review. Such review shall be made in the presence of a designated school official, and shall be at a mutually agreeable time, but no later than three school days following such request. Otherwise access to the file shall be limited to proper school officials.
- 8.9.6 Any document which relates to a unit member's role as an employee in the District must be filed before it can be used in any action by the district that could result in any consequences for the member.
- 8.9.7 No document(s) in the file shall be forwarded to any agency, organization, prospective employer or other party without the express written consent of the member. All personnel files will be maintained in a confidential manner and will comply in every way with all laws and regulations.

### 8.10 GTA PROFESSIONAL DAYS - Twenty (20) GTA Professional Days shall be available. Notification must be given to Building Principal and/or Superintendent one day in advance.

When GTA Professional Days are used, the GTA will pay for the salary (1/200th) of the professional staff member and the district will pay for the substitute.

Upon request, the Superintendent may grant GTA days without cost to the GTA for purposes consistent with the goals of the district as stated in the district's Strategic Long Range Plan and/or to further the work of the Labor Management Committee.

- 8.10.1 The GTA President, if schedule permits and the Building Principal approves, may be granted a duty free period to conduct GTA business.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- 8.11 PAYCHECKS - Checks shall be issued every other Friday beginning with the First or Second Friday in September so as to have twenty-two (22) pay periods in the School Year. When Friday falls during a vacation, if feasible, checks will be issued the last school day preceding the vacation. All checks will be issued at the close of the day's session.
- 8.12 UNIT MEMBERS AS SUBSTITUTES - Classroom unit members will not be used as substitutes for other unit members during the regular school day in cases when a substitute teacher can be employed. Exceptions - except in cases when substitute teachers are not available or when the absence involves too short a period of time to justify employment of a substitute.
- 8.13 DUTY FREE TIME - The District will make every reasonable effort to construct master schedules and individual schedules in such a way as to provide each member of the bargaining unit a minimum of 200 minutes per week of duty-free preparation time during the student day, exclusive of a thirty minute duty-free lunch.
- 8.14 DISTANCE LEARNING
- 8.14.1 The District shall not expand the number of offerings on the Distance Learning System in order to layoff current unit members.
- 8.14.2 The District will make every effort to find volunteers to teach on the system.
- 8.14.3 The District will make every reasonable effort to provide appropriate time for Distance Learning teachers to visit other local distance learning sites.
- 8.14.4 Teachers teaching on the distance learning system will be relieved from full period supervisory/duty assignment.

ARTICLE 9. CONFERENCES

- 9.1 Conferences involving absences on school days will include one (1) state conference per year. Requests for approval to attend a conference must be in writing to the Superintendent at least two (2) weeks in advance of the conference date.
- 9.2 Attendance - Academic Department/not more than two (2) people. K-6 Department/not more than two (2) people. K-12 Departments/Department Head plus one (1) elementary and one (1) secondary person.
- 9.3 Compensation - Mileage - at district rate if by private car, plus Thruway tolls. The Board reserves the right to limit the number of private cars or to request the use of a school vehicle.
- 9.4 Out-of-State Conferences - Limited to 500 miles one way and subject to approval of the Board and the Superintendent on every occasion.
- 9.5 A complete evaluation of the conference must be given to fellow staff members and administrators, utilizing the PDM process.
- 9.6 All conference expense accounts must be accompanied by itemized bills. A school district Claim Form must be signed and attached to conference expense claims.
- 9.7 Any exceptions to the above conference policy must be approved by the Board and the Superintendent.

## ARTICLE 10. PAYROLL DEDUCTIONS

### 10.1 DUES CHECK-OFF

- 10.1.1 The District agrees to deduct from the salaries of members of the bargaining unit dues for the Gouverneur Teachers Association and its affiliates as said members individually and voluntarily authorize, in writing, on dues authorization cards provided by the Association.
- 10.1.2 No later than three (3) weeks prior to the third scheduled pay period of the school year the Association shall notify the District of the amount of dues and shall submit dues authorization cards for those who previously had not signed such cards.
- 10.1.3 Dues authorization cards shall remain in full force and effect until such time as the member leaves the employ of the District or the member withdraws authorization by written notice to the Superintendent and President of the Association at least two (2) weeks prior to the third pay period of the school year.
- 10.1.4 The District shall deduct dues in equal installments beginning with the third paycheck of the school year and ending with the last check in June. Following each deduction, the District shall remit to the Association the dues deducted for that pay period.

### 10.2 AGENCY FEE

- 10.2.1 Effective on the first pay period after ratification of this Agreement, the District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- 10.2.2 The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
- 10.2.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

### 10.3 CREDIT UNION

A payroll deduction for the Gouverneur Schools Federal Credit Union will be provided under the following conditions:

- A) Deductions will be made in the same amount for each pay period.
- B) Requests for deductions must be submitted to the School District Treasurer at least two (2) weeks prior to the effective date of the deduction. The request must be in writing indicating name, address, and the amount to be deducted for each pay period.

### 10.4 NYSUT BENEFIT TRUST

The District shall allow Payroll Deduction -- one deduction, per member, per year -- for all members for the NYSUT Benefit Trust

## ARTICLE 11. LABOR MANAGEMENT COMMITTEE

### 11.1 Living Contract

To continue the concept of dialogue and interaction between members of the Gouverneur Teachers Association and the Gouverneur Board of Education, a Labor Management Committee (LMC) will be created.

The LMC will establish its own meeting schedule to deal with issues of concern put forth by either party as they arise. The LMC shall be comprised of the following representatives of each party:

GTA President and  
Seven (7) other members

Superintendent and  
Seven (7) other  
Designees

It is the intent of the parties that issue resolution shall be an ongoing process with issues addressed as they arise.

Issues may be placed on the agenda of the LMC by either party at any time (subject to reasonable procedures established by the LMC for setting its agendas). Either party may require a meeting of the LMC to be held within thirty days if no meeting is scheduled. As agreements are reached by the LMC, any agreements requiring approval will be presented to the appropriate constituents prior to modifying the contract.

### 11.2 Living Contract and Contract Extension

Each year of this agreement the LMC shall meet for a full day between May 1 and October 1 for the purposes of:

- a. Discussion of procedures that will enhance the ability of the LMC to function effectively.
- b. Skill training for effective functioning as a LMC.
- c. Orientation of new members.

Each January, the LMC will schedule a full day session to address:

- a. Whether the LMC is functioning as effectively as possible and what steps can be taken to improve its efficiency, and
- b. Whether the length of the contract can be extended and if so, what the terms and conditions of that extension will be.

The parties shall share in the expense of providing for the two full day meetings required, per year, by the provisions of this agreement.

## ARTICLE 12. LEAVES

### 12.1 PERSONAL LEAVE

12.1.1 Four (4) days per school year. Unit members need not specify the use of personal leave days. Personal leave must be requested two (2) days in advance.

12.1.2 If less than two days notice is given, the Superintendent may request that the reason be stated. Also, the member may be asked to show that two days notice was not possible.

## ARTICLE 12. LEAVES (Continued)

12.1.3 The number of members permitted to be absent at any one time for personal leave shall be determined by the Superintendent. Personal leave shall not be used for recreational purposes. Personal Leave shall not be used to extend any vacation period, except for graduation or wedding in the immediate family (up to two (2) days maximum extension with Superintendent approval and ten (10) days advance notice). This agreement will be in effect for the 1998-99 school year during the one-year trial period and evaluated annually for extension by the Labor Management Committee.

12.1.4 Four (4) days of unused personal leave will be added to accumulated sick leave at end of each school year.

### 12.2 SICK LEAVE

12.2.1 Ten (10 days per school year, cumulative to 200 days, without loss of pay shall be granted to each unit member.

12.2.2 The unit member who is absent from work for a period of three (3) consecutive days and on sick leave will present proof of illness on his/her return to work upon request of the Superintendent.

12.2.3 Sick leave shall be construed to include "sickness or death in the immediate family" for a reasonable number of days for emergency care or burial not to exceed ten (10) days for this purpose. In case of emergency regarding sickness or death in immediate family beyond the allowable ten (10) days of sick leave, each case will be considered on its individual merits by the Superintendent.

12.2.4 Employees suffering injury or illness in the course of their employment are covered by the New York State Workmen's Compensation Law (Chapter 67 of the Consolidated Laws of New York). If absence is the result of injury or illness compensable under the New York State Workmen's Compensation Act, members may elect:

- (1) not to use sick leave and take standard compensation payments.
- (2) to use sick leave and be paid the difference between standard compensation payments and contract salary in addition to the former, or
- (3) to use sick leave with full pay and turn the standard compensation payments over to the School District.

If the member selects (3), above, upon receipt of the compensation payments the District shall return to the member sick leave credit in proportion to the compensation payments turned over to the District. For example, should the compensation payments turned over to the District equal two-thirds of the member's salary, the District shall credit the member with two sick days for every three days used.

If the member selects (2), above, sick leave will be charged against the member in proportion to the difference between the salary and the compensation payment. For example, if the District pays one-third of the member's salary, the member shall be charged with one sick day for each three days used.

## ARTICLE 12. LEAVES (Continued)

In the event the member choosing (2) or (3), above, does not have sufficient sick days accumulated to result in full salary (Workmen's Compensation Payment plus District contribution) for a period of up to 180 school days, the District shall grant to the member sufficient sick days to insure that the member receives full salary for any period of job related disability or illness up to a total of 180 school days. For example, suppose the member's job related injury results in an absence of 90 school days and the member has 10 accumulated sick days. If the Workmen's Compensation payments are two-thirds of the member's salary, the District will grant the member an additional 20 sick days.

12.2.5 If the member's Workmen's Compensation case is controverted, Workmen's Compensation payments to the member will be discontinued. The member may elect to use sick leave. Payments received from controverted Workmen's Compensation cases decided in favor of the member will be turned over to the District and sick leave reinstated proportionally. All payments from Workmen's Compensation and sick leave will be discontinued if the examining physician for the Workmen's Compensation Board determines that a disability does not exist. If the member's paid absence continued past the last date of disability, as determined by the examining physician for the Workmen's Compensation Board, one (1) day will be deducted from the member's accumulated sick leave for each day of absence past the last date of disability and Article 12.2.2 shall apply.

12.2.6 A statement of sick leave status will accompany the final check in June.

### 12.3 CHILD-REARING LEAVE

12.3.1 Unit members shall be granted unpaid child-rearing leave for their children from birth to school age. The length of such leave shall not exceed two (2) years in a four (4) year period.

12.3.2 Unit members shall inform the Superintendent at least one month in advance of taking child-rearing leave, in writing.

12.4 DEDUCTION OF LEAVE - A day of absence shall be deducted from a member's leave entitlement regardless of whether a substitute was hired to take his/her place. The decision as to whether a substitute shall be hired for an absent member is the prerogative of the Superintendent.

12.5 VISITING DAYS - Visiting days may be arranged for the purpose of observation with the understanding that such observations are for the sole purpose of the improvement of instruction in the Gouverneur Central School system.

12.6 RELIGIOUS OBSERVANCE - Unavoidable absence from school for attendance at church-related activities on approved days of religious observance shall be permitted without loss of leave days for up to three (3) days per year. Additional days will be deducted from sick leave.

12.7 RETIREMENT - (See Article 17)

ARTICLE 12. LEAVES (Continued)

12.8 COURT LEAVE - Unit members who are required to appear in court in a situation where the unit member has no control over the scheduling shall be granted use of up to five (5) days per year without financial loss; however, such days will be deducted from accumulated sick leave. Unit members who appear in court on behalf of the district in a school related matter shall be granted leave without financial loss or loss of leave day.

(Exclusion: If a member is accused of a criminal offense and is on trial his salary will be withheld until he/she is adjudged innocent. After he/she is adjudged innocent, his/her withheld salary will be paid.)

12.9 JURY DUTY - Teachers will be granted the time necessary for the performance of required jury duty without loss of pay. The teacher will submit to the District the amount of money he/she receives for jury services, excluding mileage.

12.10 SICK LEAVE BANK - The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged disability. The sick leave bank shall be administered according to the guidelines below:

DEFINITIONS

Prolonged Disability: Inability to work caused by a disability which prevents someone from working for a substantial period of time (at least three weeks) as certified by a District appointed physician and would not include such illnesses as ordinary colds or other illnesses which would result in disability for a few days or less than three weeks.

12.10.1 The Superintendent of Schools shall be responsible for the operation and enforcement of the sick leave bank, and for maintaining all pertinent records. The Superintendent shall establish a committee of two Union appointed representatives and two District representatives to review all applications for use of the sick leave bank and recommend to the Superintendent appropriate action. All recommendations shall be in accordance with the guidelines below and shall be approved by the Superintendent up to the first 300 days of any school year. Days beyond 300 which have been recommended by the committee may be approved or rejected at the discretion of the Superintendent.

12.10.2 Membership in the sick leave bank will be in accordance with the following guidelines:

12.10.2.1 All unit members shall be eligible members of the sick leave bank. Each unit member wishing to be a bank member shall contribute two (2) sick leave days in September of each year toward the sick leave bank. A sick leave bank shall exist each year if more than 50% of eligible members decide to join the sick leave bank.

12.10.2.2 Any current unit member or new member not electing to join the bank within thirty days of eligibility shall not be eligible again to join until the following September.

12.10.3 When the total number of days in the bank reaches three hundred, no additional days will be contributed by the members except as follows:

12.10.3.1 When the number of days falls below one hundred each member will be assessed one day.

12.10.3.2 Unit members who do not join initially, including those hired after 7/1/89, will continue to contribute until the total contribution matches the maximum of the initial members.

## ARTICLE 12. LEAVES (Continued)

- 12.10.3.3 Part-time employees shall contribute in proportion to their work load.
- 12.10.3.4 Any member of the bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the bank because of the inability to contribute days.
- 12.10.4 Decisions of the Review Committee shall be in writing with the rationale for the decision. Such rationale shall then become part of the criteria for future decisions.
- 12.10.5 Applications for the sick leave bank benefits shall be made in writing to the Review Committee. The teacher making the request shall submit such additional information as the Review Committee might request as necessary in making its decision. This information shall include a detailed physician's statement.
- 12.10.6 Before a member can draw on the sick leave bank, all of his/her sick leave must have been exhausted.
- 12.10.7 Applications must be filed within four (4) weeks following the exhaustion of the person's sick leave. If members are incapable of filing for benefits in their behalf, another person may apply for them.
- 12.10.8 The Review Committee shall act upon each request within five (5) school days. The following general rules shall prevail:
  - 12.10.8.1 The sick leave bank shall not be available for use in cases of family illness.
  - 12.10.8.2 Sick leave payments shall terminate with the last pay period of the school year.
  - 12.10.8.3 Benefits received from the sick leave bank shall not be repaid by the individual.
  - 12.10.8.4 Benefits are applicable only to subscribing members and are not available for other than personal use.
  - 12.10.8.5 Benefits apply only to days on which the applicant would have worked.
  - 12.10.8.6 Maximum benefits shall be limited to 90 days per disability. The Review Committee shall review each case at least every 30 days and recommend to the Superintendent in writing whether sick leave bank payments should be continued for another 30 days up to the maximum of 90 days.
- 12.10.9 Non-tenured unit members receiving benefits from the sick leave bank in excess of 29 days shall have their probationary period extended. This extension will be equivalent to the number of sick days drawn from the sick leave bank.

## ARTICLE 13. GRIEVANCE PROCEDURE

- 13.1 **PURPOSE** - It is the policy of the Superintendent of Gouverneur Central School District, and the Gouverneur Teachers Association, that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.



## ARTICLE 13. GRIEVANCE PROCEDURE (Continued)

### 13.2 DEFINITIONS

- (a) A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- (b) A "unit member" is any person in the unit covered by this Agreement.
- (c) An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association or the Superintendent.

### 13.3 SUBMISSION

- (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- (b) Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- (c) A grievance shall be deemed waived unless it is submitted within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- (d)
  - 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Building Principal.
  - 2. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools.
  - 3. The Superintendent shall present grievances to the President of the Gouverneur Teachers Association.

### 13.4 GRIEVANCE PROCEDURE

- (a) The Building Principal shall respond, in writing, to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- (b) The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
- (c) Within two weeks after receiving a grievance from the Superintendent, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
- (d) In the event the Association or the Superintendent is not satisfied with the statement of the other with respect to a grievance, it or he/she may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by written notification to the other party.

## ARTICLE 13. GRIEVANCE PROCEDURE (Continued)

The parties shall then have 10 days within which to agree on a mutually acceptable arbitrator. In the event the parties fail to agree on an arbitrator, then the party initiating the grievance shall have 15 days within which to file a demand for arbitration with the American Arbitration Association.

Both parties will then abide by the rules and procedures of the American Arbitration Association.

### 13.5

#### ARBITRATION

- (a) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provision of the Agreement.
- (b) The cost for the service of the Arbitrator will be borne equally by the School Board and the Association.
- (c) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Alternate Final Stage: Within five (5) days of the determination by Superintendent, or in the case of a grievance filed by the Superintendent within five (5) days after receipt of the statement from the Association, if the aggrieved party is not satisfied, he may make written request to the Board of Education for review and determination. The Board of Education will hold a hearing to obtain information regarding the case. The Board of Education shall render a final decision within ten (10) school days after the hearing.

## ARTICLE 14. CONTINUING POLICIES

Policies affecting terms and conditions of employment not covered by this Agreement shall be maintained at least at the minimum standards in effect on December 19, 1979, except as they may be altered by mutual agreement.

ARTICLE 15 REGISTERED NURSE

15.1 SALARY SCHEDULE

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Step 1	\$29,209	\$30,523	\$31,973
Step 2	30,026	31,377	32,868
Step 3	30,868	32,258	33,790
Step 11	31,390	32,802	34,360
Step 16	31,598	33,020	34,589

ARTICLE 16. EXTRA CURRICULAR SALARY SCHEDULES

16.1 Unit members' salary for 2004-2007 shall be as specified in Appendix A.

16.1.1 Unit member off schedule shall receive a minimum increase of 4.4% in 2004-2005 and 1.6% in 2006-2007.

16.2 Beginning with the 1990-91 school year the District and the Union will increase the schedule by the same percentage as the average teachers' raises in that year. This means that the District will spend the agreed upon percentage above what was spent the previous year.

Notwithstanding the foregoing, under no circumstances will the schedule be reduced. If the average raise per teacher would be too low to allow for an increase in the schedule, then the schedule shall remain the same and increments shall be paid.

16.3 Unit members' salary will be determined in the same manner as in Article 16.2, using prior year's staff and schedule.

16.4 For year-long, extra and co-curricular position, the unit member may select from three payment options:

1. One (1) lump sum payment,
2. Three (3) payments spread through the year, or
3. Twenty-two (22) payments (in regular salary checks).

16.5 Coaching assignments are annual appointments by the Board of Education, based on recommendations of the Superintendent.

16.6 Any new activities approved by the Board of Education shall be paid on the same basis as activities of a similar nature.

## ARTICLE 17. SALARY

- 17.1 Unit members' salary for 2004-2007 shall be as specified in Appendix B. Initial step placement of a new teacher on the schedule shall be at the district's discretion.
- 17.1.1 Unit members on Step 33 of the salary schedule in 2003-2004 shall be provided a salary increase of 3.5%, 3.75% and 4.0% in each of the three (3) years, 2004-2007.
- 17.2 Unit members holding a Masters degree shall be paid an additional amount as outlined in Appendix B.
- 17.3 Guidance counselors shall be paid for additional days worked before school starts and after school closes (September 1 to school opening and school closing until June 30) at his/her daily rate of pay (1/200).

### 17.4 RETIREMENT INCENTIVE SALARY INCREASE

Any member of the bargaining unit who has fifteen (15) or more years of experience in the District shall be eligible for a retirement incentive. A unit member must notify the District (with a pre-signed letter of retirement), not less than nine (9) months prior to their effective date of retirement with the NYS Teachers' Retirement System.

Commencing July 1, 2004, unit members meeting the above stated requirements shall receive \$60 per day for up to 200 days of unused sick leave for a maximum of \$12,000. The unit member must retire by the end of the school year in which he/she is first eligible to retire without a NYS Teachers' Retirement System penalty.

In addition and in lieu of the above rates of payment, unit members shall be paid \$100 per day for the fourteen (14) sick and personal days earned but not used during the last year of service. A unit member shall not receive more than \$100 per day for any unused days.

The payment of retirement incentive monies will be made in accordance with Article 17.6.

### 17.5 RETIREMENT LONGEVITY

In lieu of the Retirement Incentive, any member of the bargaining unit who has fifteen (15) or more years of experience in the district shall receive \$30 per day for each day of unused accumulated sick leave for up to 200 days for a maximum of \$6,000. A unit member must notify the District (with a presigned letter of retirement), not less than nine (9) months prior to their effective date of retirement with the NYS Teachers' Retirement System.

In addition and in lieu of the above rates of payment, unit members shall be paid \$100 per day for the fourteen (14) sick and personal days earned but not used during the last year of service. A unit member shall not receive more than \$100 per day for any unused days.

The benefits provided herein should not be construed to be in addition to benefits provided in Article 17.4 above.

The payment of retirement longevity monies will be made in accordance with Article 17.6.

ARTICLE 17. SALARY (Continued)

17.6 EMPLOYER NON-ELECTIVE CONTRIBUTION TO 403(b) PLAN

- 17.6.1 Employer Non-Elective Contribution - Retirement Incentive The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive in accordance with Article 17.4 of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the retirement incentive outlined in Article 17.4 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment.
- 17.6.2 Employer Non-Elective Contribution - Leave Conversion The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article 17.5 of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article 17.5 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment.
- 17.6.3 No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- 17.6.4 Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the *Code*, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employee's 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the *Code*, and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- 17.6.5 403(b) Accounts Employer Non-Elective contributions shall be deposited with a 403(b) provider recommended by the Association and approved by the Employer, in the name of the employee.
- 17.6.6 Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

ARTICLE 17. SALARY (Continued)

17.6.7 This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

17.6.8 This article shall farther be subject to the approval of the 403(b) Provider, which shall review the article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the 403(b) provider agrees to provide the Employer with the Employer's standard hold harmless agreement.

17.6.9 Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE 18. GRADUATE STUDY

18.1 Members of the staff will be eligible for tuition, fees, and living expenses incurred in professional study required for any member's initial permanent teaching certificate according to the following conditions:

- A. Members wishing to avail themselves of this benefit must apply in writing to the Superintendent of Schools prior to enrolling in a course for the following year.
- B. Courses to be taken must be approved in advance by the Superintendent of Schools.
- C. To be eligible for reimbursement, a member must obtain a grade of B or better and supply the District office with an official transcript.
- D. Members will be reimbursed for tuition, fees and living expenses (when residence away from home is required) upon presentation of bills, receipts, and/or other proofs or expenditure. Credit hours may be reimbursed up to the actual cost per hour charged by the college. Living expenses may be reimbursed up to a maximum rate of \$75/week. No teacher may be reimbursed more than \$1600 in any school year (July 1st through June 30th).
- E. Reimbursement of expenses will not be granted for any course which does not meet all of the previous criteria.

18.2 For each three-credit course unit members shall be reimbursed \$50.00 for transportation expenses; provided the member complies with all the conditions of Article 18.1. This reimbursement shall be included within (not in addition to) the \$1600 maximum reimbursement specified in Article 18.1 (D).

**ARTICLE 19 IN-SERVICE CREDIT**

**19.1 All unit members involved in In-Service courses requested and approved by the Superintendent during summer months shall be remunerated at \$100 per day of the course.**

**19.2 Curriculum development during the summer will follow the following guidelines:**

**19.2.1 Project requests will be prioritized and selected based upon need and alignment with NYS Standards/ Assessments and District Long Range Strategic Plan.**

**19.2.2 All project requests must be approved by the Building Principal and Assistant Superintendent for Curriculum and Instruction.**

**19.2.3 Teachers designing instructional unit will work closely with the Assistant Superintendent to ensure that necessary design criteria are being met consistently across the district.**

**19.2.4 No payment shall be made until project is completed and approved by the Assistant Superintendent of Curriculum and Instruction.**

**19.2.5 The maximum amount of stipend for any one project is \$500.**

ARTICLE 20 SUMMER SCHOOL

20.1 Provisions of this article shall only apply to regularly employed certified teachers in the District's academic summer school program.

20.2 Salary:

<u>Years</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1 - 2	\$4,383	\$4,656	\$4,929
3 - 4	4,528	4,809	5,091
5+	4,796	5,095	5,393
Driver Ed.	\$275	281	287
	/Pupil	/Pupil	/Pupil

The above schedule reflects payment based on three (3), 90-minute classes per day for the duration of the regularly scheduled summer school program. Reduced teaching loads will be prorated.

20.3 Years of service shall be defined, for the purpose of Article 20.2, as in-district summer school experience since 1976.

20.4 Summer school teaching appointments are made annually by the Board of Education, upon the recommendation of the Superintendent of Schools. No teacher shall have any vested right to summer school positions from one year to the next; nor is the District required to offer summer school employment exclusively to unit members. However, during the appointment term no summer school teacher will be disciplined or dismissed from summer school employment without just cause.

20.5 When a summer school teacher is unable to attend class, he/she shall notify the District which will be responsible for either arranging for a substitute or rescheduling the class.

20.6 Summer school teachers shall be entitled to one sick day non-accumulative, per summer session.



ARTICLE 21. EFFECTIVE DATES OF THIS AGREEMENT

- 21.1 This agreement shall be effective July 1, 2004, except as noted, and shall continue in effect through June 30, 2007. Article 7.1.4 shall be effective January 1, 2005.
- 21.2 The terms of the Agreement shall become enforceable upon its approval by a majority of the Association members and majority of the Board members.
- 21.3 Provisions of the Agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

CONDITION OF AGREEMENT

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Christine J. LaRose  
Superintendent of Schools

Robert A. Garofalo  
Association President

Date: 11/30/2004

Date: 11/30/2004

Signed and sworn to before me this 30<sup>th</sup> day  
of November, 2004.

*Original Signatures are on file.*

Tatia Z. Kennedy  
Notary Public

GOUVERNEUR CENTRAL SCHOOL DISTRICT  
EXTRA CURRICULAR SALARY SCHEDULE

## FOR FISCAL YEAR 2004-2005

Classification	STEP 1-2	STEP 3-4	STEP 5-6	STEP 7-8	STEP 9-10	STEP 10+
1	\$2,796	\$3,048	\$3,299	\$3,551	\$3,803	\$3,879
2	2,293	2,499	2,705	2,912	3,118	3,180
3	1,789	1,950	2,112	2,273	2,434	2,482
4	1,286	1,402	1,518	1,633	1,749	1,784
5	783	853	924	994	1,065	1,086
6	531	579	627	675	722	737

## FOR FISCAL YEAR 2005-2006

Classification	STEP 1-2	STEP 3-4	STEP 5-6	STEP 7-8	STEP 9-10	STEP 10+
1	\$2,878	\$3,138	\$3,396	\$3,656	\$3,915	\$3,993
2	2,361	2,573	2,785	2,998	3,210	3,274
3	1,842	2,007	2,174	2,340	2,506	2,555
4	1,324	1,443	1,563	1,681	1,801	1,837
5	806	878	951	1,023	1,096	1,118
6	547	596	645	695	743	759

## FOR FISCAL YEAR 2006-2007

Classification	STEP 1-2	STEP 3-4	STEP 5-6	STEP 7-8	STEP 9-10	STEP 10+
1	\$2,954	\$3,220	\$3,485	\$3,751	\$4,018	\$4,098
2	2,422	2,640	2,858	3,076	3,294	3,359
3	1,890	2,060	2,231	2,401	2,571	2,622
4	1,359	1,481	1,604	1,725	1,848	1,885
5	827	901	976	1,050	1,125	1,147
6	561	612	662	713	763	779

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GOUVERNEUR CENTRAL SCHOOL DISTRICT  
EXTRA CURRICULAR ACTIVITIES

CLASSIFICATION 1:

VARSITY FOOTBALL  
 VARSITY WRESTLING  
 VARSITY BASKETBALL - BOYS  
 VARSITY BASKETBALL - GIRLS  
 VARSITY SOCCER - BOYS  
 VARSITY SOCCER - GIRLS  
 VARSITY VOLLEYBALL  
 VARSITY TRACK - BOYS  
 VARSITY TRACK - GIRLS  
 CROSS COUNTRY  
 CHEERLEADING (.5 Winter)  
 DEANONIAN  
 BAND, MARCHING

CLASSIFICATION 4:

7TH BASKETBALL - BOYS  
 8TH BASKETBALL - BOYS  
 7TH BASKETBALL - GIRLS  
 8TH BASKETBALL - GIRLS  
 MODIFIED FOOTBALL  
 7TH & 8TH WRESTLING  
 MODIFIED SOCCER - BOYS  
 7TH & 8TH MOD. SOCCER - GIRLS  
 HONOR SOCIETY, 9TH - 12TH  
 HONOR SOCIETY, 7TH & 8TH  
 CHOREOGRAPHER (MUSICAL)  
 DRAMA CLUB, 7TH & 8TH  
 STUDENT COUNCIL, 9TH - 12<sup>TH</sup>  
 MODIFIED SWIM TEAM

CLASSIFICATION 2:

VARSITY BASEBALL  
 VARSITY SOFTBALL  
 J.V. BASKETBALL - BOYS  
 J.V. BASKETBALL - GIRLS  
 VARSITY FOOTBALL ASSISTANT  
 J.V. FOOTBALL  
 J.V. WRESTLING  
 J.V. SOCCER - BOYS  
 J.V. SOCCER - GIRLS  
 SWIM TEAM - BOYS  
 SWIM TEAM - GIRLS

CLASSIFICATION 5:

ASST. MODIFIED FOOTBALL  
 WHIZ QUIZ  
 STUDENT COUNCIL, 7TH & 8TH  
 ADVISORS, GRADE 11 #1  
 ADVISORS, GRADE 11 #2  
 ADVISORS, GRADE 12 #1  
 ADVISORS, GRADE 12 #2  
 O.M. COORDINATOR  
 KEY CLUB  
 MODIFIED BASEBALL  
 MODIFIED SOFTBALL

CLASSIFICATION 3:

J.V. BASEBALL  
 J.V. SOFTBALL  
 J.V. FOOTBALL ASSISTANT  
 GOLF  
 TRACK ASSISTANT - BOYS  
 TRACK ASSISTANT - GIRLS  
 J.V. VOLLEYBALL  
 MUSICAL DIRECTOR #1  
 MUSICAL DIRECTOR #2  
 BAND, ELEMENTARY  
 ORCHESTRA, ELEMENTARY  
 ART CLUB, 9TH - 12TH

CLASSIFICATION 6:

STAGE BAND  
 MARCHING BAND ASSISTANT  
 COLOR GUARD  
 ADVISORS, GRADE 9 #1  
 ADVISORS, GRADE 10 #1  
 ADVISORS, GRADE 10 #2  
 PERFORMING ARTS DIRECTOR  
 CAREERS, 7TH & 8<sup>TH</sup>  
 WINTER COLOR GUARD  
 TECH CLUB  
 COMMUNICATION CLUB  
 SPIRIT CLUB  
 SCIENCE LAB ASST. CLUB  
 HOSPITALITY CLUB  
 MATH CLUB

GOUVERNEUR CENTRAL SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
FOR FISCAL YEAR 2004-05

Master Degree		\$657				
STEP	BS	B+30	B+45	B+60	B+75	B+90
1	\$33,969	\$34,970	\$35,553	\$36,137	\$36,721	\$37,305
2	34,411	35,412	35,995	36,579	37,163	37,747
3	35,011	36,012	36,595	37,179	37,763	38,347
4	35,632	36,633	37,217	37,801	38,384	38,968
5	36,276	37,277	37,861	38,445	39,028	39,612
6	36,880	37,910	38,516	39,122	39,728	40,940
7	37,495	38,554	39,171	39,788	40,405	41,022
8	38,121	39,209	39,843	40,478	41,112	41,747
9	38,758	39,878	40,532	41,184	41,838	42,491
10	39,399	40,551	41,223	41,895	42,568	43,239
11	40,039	41,191	41,863	42,535	43,207	43,880
12	40,679	41,832	42,503	43,176	43,848	44,520
13	41,319	42,471	43,144	43,815	44,488	45,160
14	41,959	43,111	43,784	44,456	45,129	45,800
15	42,791	43,943	44,616	45,289	45,960	46,633
16	44,219	45,371	46,043	46,715	47,388	48,059
17	45,737	46,889	47,562	48,233	48,906	49,578
18	47,000	48,152	48,825	49,496	50,169	50,841
19	48,024	49,176	49,849	50,521	51,193	51,865
20	49,048	50,200	50,873	51,545	52,217	52,889
21	50,072	51,225	51,897	52,570	53,241	53,895
22	51,001	52,153	52,826	53,497	54,159	54,854
23	51,929	53,081	53,729	54,424	55,120	55,815
24	53,369	54,524	55,219	55,916	56,610	57,307
25	54,298	55,484	56,180	56,875	57,572	58,266
26	55,252	56,445	57,141	57,837	58,532	59,228
27	56,214	57,406	58,102	58,797	59,494	60,188
28	58,155	59,347	60,042	60,738	61,434	62,129
29	59,082	60,274	60,971	61,665	62,362	63,057
30	60,274	61,467	62,163	62,858	63,554	64,250
31	61,202	62,394	63,090	63,785	64,482	65,177
32	62,129	63,321	64,018	64,713	65,409	66,105
33	62,925	64,117	64,813	65,508	66,205	66,899

GOUVERNEUR CENTRAL SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
FOR FISCAL YEAR 2005-06

Masters Degree		\$682				
STEP	BS	B+30	B+45	B+60	B+75	B+90
1	\$35,369	\$36,370	\$36,953	\$37,537	\$38,121	\$38,705
2	35,998	36,999	37,582	38,166	38,750	39,334
3	36,440	37,441	38,024	38,608	39,192	39,776
4	37,040	38,041	38,624	39,208	39,792	40,376
5	37,661	38,662	39,246	39,830	40,413	40,997
6	38,305	39,306	39,890	40,474	41,057	41,641
7	38,909	39,939	40,545	41,151	41,757	42,969
8	39,524	40,583	41,200	41,817	42,434	43,051
9	40,150	41,238	41,872	42,507	43,141	43,776
10	40,787	41,907	42,561	43,213	43,867	44,520
11	41,428	42,580	43,252	43,924	44,597	45,268
12	42,068	43,220	43,892	44,564	45,236	45,909
13	42,708	43,861	44,532	45,205	45,877	46,549
14	43,348	44,500	45,173	45,844	46,517	47,189
15	43,988	45,140	45,813	46,485	47,158	47,829
16	44,820	45,972	46,645	47,318	47,989	48,662
17	46,248	47,400	48,072	48,744	49,417	50,088
18	47,766	48,918	49,591	50,262	50,935	51,607
19	49,029	50,181	50,854	51,525	52,198	52,870
20	50,053	51,205	51,878	52,550	53,222	53,894
21	51,077	52,229	52,902	53,574	54,246	54,918
22	52,101	53,254	53,926	54,599	55,270	55,924
23	53,030	54,182	54,855	55,526	56,188	56,911
24	53,958	55,110	55,758	56,465	57,187	57,909
25	55,398	56,568	57,290	58,013	58,733	59,456
26	56,334	57,565	58,287	59,008	59,731	60,451
27	57,324	58,561	59,284	60,006	60,727	61,449
28	58,322	59,559	60,281	61,002	61,725	62,445
29	60,335	61,572	62,294	63,016	63,738	64,459
30	61,298	62,535	63,257	63,978	64,700	65,422
31	62,535	63,772	64,494	65,215	65,937	66,659
32	63,497	64,734	65,456	66,177	66,900	67,621
33	64,459	65,696	66,419	67,140	67,862	68,584

GOUVERNEUR CENTRAL SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
FOR FISCAL YEAR 2006-07

Masters Degree		\$709				
STEP	BS	B+30	B+45	B+60	B+75	B+90
1	\$36,869	\$37,870	\$38,453	\$39,037	\$39,621	\$40,371
2	37,604	38,605	39,188	39,772	40,356	41,106
3	38,233	39,234	39,817	40,401	40,985	41,735
4	38,675	39,676	40,259	40,843	41,427	42,177
5	39,275	40,276	40,859	41,443	42,027	42,777
6	39,896	40,897	41,481	42,065	42,648	43,399
7	40,540	41,541	42,125	42,709	43,292	44,043
8	41,144	42,174	42,780	43,386	43,992	44,768
9	41,759	42,818	43,435	44,052	44,669	45,463
10	42,385	43,473	44,107	44,742	45,376	46,192
11	43,022	44,142	44,796	45,448	46,102	46,942
12	43,663	44,815	45,487	46,159	46,832	47,696
13	44,303	45,455	46,127	46,799	47,471	48,335
14	44,943	46,096	46,767	47,440	48,112	48,976
15	45,583	46,735	47,408	48,079	48,752	49,616
16	46,223	47,375	48,048	48,720	49,393	50,257
17	47,055	48,207	48,880	49,553	50,224	51,089
18	48,483	49,635	50,307	50,979	51,652	52,516
19	50,001	51,153	51,826	52,497	53,170	54,034
20	51,264	52,416	53,089	53,760	54,433	55,297
21	52,288	53,440	54,113	54,785	55,457	56,322
22	53,312	54,464	55,137	55,809	56,481	57,346
23	54,336	55,489	56,161	56,834	57,505	58,370
24	55,265	56,417	57,090	57,761	58,436	59,300
25	56,193	57,345	57,993	58,700	59,474	60,317
26	57,633	58,831	59,582	60,333	61,083	62,013
27	58,588	59,868	60,618	61,368	62,120	63,082
28	59,617	60,904	61,655	62,406	63,156	64,122
29	60,655	61,941	62,692	63,442	64,194	65,159
30	62,749	64,035	64,786	65,536	66,288	67,252
31	63,749	65,036	65,788	66,537	67,288	68,253
32	65,036	66,322	67,074	67,823	68,575	69,540
33	66,037	67,323	68,075	68,824	69,576	70,540



FORMATIVE EVALUATION:

Date:

Teacher:

Evaluator:

Class Observed:

Date Observed:

PRE-CONFERENCE NOTES:

SUMMARY OF MAIN ACTIVITIES:

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Name \_\_\_\_\_

Date \_\_\_\_\_

**THE CLASSROOM ENVIRONMENT**  
**Component 2a: Creating an Environment of Respect and Rapport**  
**Elements: Teacher Interaction with students • Student Interaction**

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher. <input type="checkbox"/>	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher. <input type="checkbox"/>	Teacher-students interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher. <input type="checkbox"/>	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role. <input type="checkbox"/>
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs. <input type="checkbox"/>	Students do not demonstrate negative behavior toward one another. <input type="checkbox"/>	Student interactions are generally polite and respectful. <input type="checkbox"/>	Students demonstrate genuine caring for one another as individuals and as students. <input type="checkbox"/>

Comments:

**THE CLASSROOM ENVIRONMENT**  
**Component 2b: Establishing a Culture for Learning\*\***  
**Elements: Importance of the content • Student pride in work • Expectations for learning and achievement**

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others. <input type="checkbox"/>	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students. <input type="checkbox"/>	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value. <input type="checkbox"/>	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance. <input type="checkbox"/>
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work. <input type="checkbox"/>	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work. <input type="checkbox"/>	Students accept teacher insistence on work of high quality and demonstrate pride in that work. <input type="checkbox"/>	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed. <input type="checkbox"/>
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement. <input type="checkbox"/>	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement. <input type="checkbox"/>	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. <input type="checkbox"/>	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students. <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

**THE CLASSROOM ENVIRONMENT****Component 2c: Managing Classroom Procedures\*\***

Elements: Management of instructional groups • Management of transitions • Management of materials and supplies

Performance of noninstructional duties • Supervision of volunteers and paraprofessionals

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning. <input type="checkbox"/>	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group. <input type="checkbox"/>	Tasks for group work are organized, and groups are managed so most students are engaged at all times. <input type="checkbox"/>	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity. <input type="checkbox"/>
Management of Transitions	Much time is lost during transitions. <input type="checkbox"/>	Transitions are sporadically efficient, resulting in some loss of instructional time. <input type="checkbox"/>	Transitions occur smoothly, with little loss of instructional time. <input type="checkbox"/>	Transitions are seamless, with students assuming some responsibility for efficient operation. <input type="checkbox"/>
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time. <input type="checkbox"/>	Routines for handling materials and supplies function moderately well. <input type="checkbox"/>	Routines for handling materials and supplies occur smoothly, with little loss of instructional time. <input type="checkbox"/>	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation. <input type="checkbox"/>
Performance of Non-instructional Duties	Considerable instructional time is lost in performing noninstructional duties. <input type="checkbox"/>	Systems for performing noninstructional duties are fairly efficient, resulting in little loss of instructional time. <input type="checkbox"/>	Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time. <input type="checkbox"/>	Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operations. <input type="checkbox"/>
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time. <input type="checkbox"/>	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision. <input type="checkbox"/>	Volunteers and paraprofessionals are productively and independently engaged during the entire class. <input type="checkbox"/>	Volunteers and paraprofessionals make a substantive contribution to the classroom environment. <input type="checkbox"/>

Comments:

**Component 2d: Managing Student Behavior\*\***

Elements: Expectations • Monitoring of student behavior • Response to student misbehavior

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are. <input type="checkbox"/>	Standards of conduct appear to have been established for most situations, and most students seem to understand them. <input type="checkbox"/>	Standards of conduct are clear to all students. <input type="checkbox"/>	Standards of conduct are clear to all students and appear to have been developed with student participation. <input type="checkbox"/>
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing. <input type="checkbox"/>	Teacher is generally aware of student behavior but may miss the activities of some students. <input type="checkbox"/>	Teacher is alert to student behavior at all times. <input type="checkbox"/>	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully. <input type="checkbox"/>
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity. <input checked="" type="checkbox"/>	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs. <input type="checkbox"/>	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate. <input type="checkbox"/>	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate. <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

## Component 2c: Organizing Physical Space\*\*

Elements: Safety and arrangement of furniture • Accessibility to learning and use of physical resources

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both. <input type="checkbox"/>	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness. <input type="checkbox"/>	The classroom is safe, and the furniture arrangement is a resource for learning activities. <input type="checkbox"/>	The classroom is safe, and students adjust the furniture to advance their own purposes in learning. <input type="checkbox"/>
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students. <input type="checkbox"/>	Teacher uses physical resources adequately, and at least essential learning is accessible to all students. <input type="checkbox"/>	Teacher uses physical resources skillfully, and all learning is equally accessible to all students. <input type="checkbox"/>	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students. <input type="checkbox"/>

Comments:

## INSTRUCTION

Component 3a: Communicating Clearly and Accurately

Elements: Directions and procedures • Oral and written language

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Directions and Procedures	Teacher directions and procedures are confusing to students. <input type="checkbox"/>	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed. <input type="checkbox"/>	Teacher directions and procedures are clear to students and contain an appropriate level of detail. <input type="checkbox"/>	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding. <input type="checkbox"/>
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused. <input type="checkbox"/>	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds. <input type="checkbox"/>	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests. <input type="checkbox"/>	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson. <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

**Component 3b: Using Questioning and Discussion Techniques\*\***  
**Elements: Quality of questions • Discussion techniques • Student participation**

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Quality of Questions	Teacher's questions are virtually all of poor quality. <input type="checkbox"/>	Teacher's questions are a combination of low and high quality. Only some invite a response. <input type="checkbox"/>	Most of teacher's questions are of high quality. Adequate time is available for students to respond. <input type="checkbox"/>	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions. <input type="checkbox"/>
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers. <input type="checkbox"/>	Teacher makes some attempt to engage students in a true discussion, with uneven results. <input type="checkbox"/>	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side. <input type="checkbox"/>	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions. <input type="checkbox"/>
Student Participation	Only a few students participate in the discussion. <input type="checkbox"/>	Teacher attempts to engage all students in the discussion, but with only limited success. <input type="checkbox"/>	Teachers successfully engages all students in the discussion. <input type="checkbox"/>	Students themselves ensure that all voices are heard in the discussion. <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

**Component 3c: Engaging Students in Learning**  
**Elements: Representation of content • Activities and assignments • Grouping of students**  
**Instructional materials and resources • Structure and pacing**

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies. <input type="checkbox"/>	Representation of content is inconsistent in quality: some is done skillfully, with good examples; other portions are difficult to follow. <input type="checkbox"/>	Representation of content is appropriate and links well with students' knowledge and experience. <input type="checkbox"/>	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content. <input type="checkbox"/>
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally. <input type="checkbox"/>	Some activities and assignments are appropriate to students and engage them mentally, but others do not. <input type="checkbox"/>	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them. <input type="checkbox"/>	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding. <input type="checkbox"/>
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals. <input type="checkbox"/>	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson. <input type="checkbox"/>	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson. <input type="checkbox"/>	Instructional groups are productive and fully appropriate to the instructional goals for a lesson. Students take the initiative to influence instructional groups to advance their understanding. <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

**Component 3c: Engaging Students in Learning (continued)**  
 Elements: Representation of content • Activities and assignments • Grouping of students  
 Instructional materials and resources • Structure and pacing

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Instructional Materials and resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.  <input type="checkbox"/>	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.  <input type="checkbox"/>	Instructional materials and resources are suitable to the instructional goals and engage students mentally.  <input type="checkbox"/>	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes. <input type="checkbox"/>
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.  <input type="checkbox"/>	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent. <input type="checkbox"/>	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is inconsistent.  <input type="checkbox"/>	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.  <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date \_\_\_\_\_

**Component 3d: Providing Feedback to Students**  
 Elements: Quality: accurate, substantive, constructive, and specific • Timeliness

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Quality: Accurate, Substantive, Constructive and Specific	Feedback is either not provided or is of uniformly poor quality.  <input type="checkbox"/>	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.  <input type="checkbox"/>	Feedback is consistently high quality.  <input type="checkbox"/>	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.  <input type="checkbox"/>
Timeliness	Feedback is not provided in a timely manner.  <input type="checkbox"/>	Timeliness of feedback is inconsistent.  <input type="checkbox"/>	Feedback is consistently provided in a timely manner.  <input type="checkbox"/>	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.  <input type="checkbox"/>

Comments:

Name \_\_\_\_\_

Date: \_\_\_\_\_

**Demonstrating Flexibility and Responsiveness**  
**Elements: Lesson adjustment • Response to students • Persistence**

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson. <input type="checkbox"/>	Teacher attempts to adjust a lesson, with mixed results. <input type="checkbox"/>	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly. <input type="checkbox"/>	Teacher successfully makes a major adjustment to a lesson. <input type="checkbox"/>
Response to Students	Teacher ignores or brushes aside students' questions or interests. <input type="checkbox"/>	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven. <input type="checkbox"/>	Teacher successfully accommodates students' questions or interests. <input type="checkbox"/>	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event. <input type="checkbox"/>
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success. <input type="checkbox"/>	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use. <input type="checkbox"/>	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies. <input type="checkbox"/>	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school. <input type="checkbox"/>

Comments \_\_\_\_\_

Teacher:

Date Observed:

**CONTRACTUAL SUMMARY:**

A. Areas of Greatest Strengths:

B. Areas in Which Improvement is Needed:

C. A Candid\* Appraisal:

**POST-CONFERENCE NOTES:**

\_\_\_\_\_ 's signature acknowledges that he/she has received a copy of this evaluation and that we met for a post-conference on \_\_\_\_\_.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*If the teacher's performance is such that failure to show significant improvement would jeopardize future employment, this must be stated clearly.

# Use of Professional Growth Plan

## I. Self-Improvement Contract Plan

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Goal: \_\_\_\_\_

Visitations/conferences/workshops/in-services directly related to your goal:\*

Minimum of 2:	Dates Attended	Topic
	_____	_____
	_____	_____
	_____	_____

Attending conferences must be pre-approved and is dependent upon availability, locality, funding, etc. If no conferences related to your goal are available by November 30, it may be necessary to revamp this contract. Conferences will be at district expense. If district funding is not available, this contract is void. The teacher shall be allowed to attend a conference at his/her own expense.

Research: List titles (A minimum of two journal articles, books, media viewed or other resources.)

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Attach a copy of written summary. Summary may include possible applications, significant points, your personal views.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15



Use of Professional Growth Plan

II. Instructional Team Interaction Plan

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Meet with one or more teachers to set common goals and outline a plan of action to be reviewed with the principal. The progress of this plan will be reviewed jointly by teachers and principal throughout the year.

Participants: \_\_\_\_\_  
\_\_\_\_\_

Goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submit a copy of your proposal which will include a statement of your goals, materials and procedures:

Document Meeting w/partner(s)	Interaction Dates	Interaction Discussion Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a copy of your written summary.

_____ Teacher's Signature	_____ Date Initiated by Oct. 1
	_____ Conference by May 15
_____ Principal's Signature	_____ Date Initiated by Oct. 1
	_____ Conference by May 15

## Use of Professional Growth Plan

### III. Portfolio of Professional Growth Plan

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Throughout the year, gather a minimum of ten items, including lesson plans, professional articles, ideas, samples, photos, art ideas, books, other. This portfolio will show educational and professional growth in a specific area.

Throughout the year you will share your portfolio with the principal. In addition, a written table of contents will be submitted as well as a written self-evaluation.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

Use of Professional Growth Plan

IV. Videotaping and Analysis Plan

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Minimum of three taping sessions.

Goal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Participants:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates of Taping:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submit the tape and your analysis after each taping session to the principal.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

Use of Professional Growth Plan

V. Mentor Program (Teacher to Teacher) Plan

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Procedure/Activities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conference Dates: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Summary comments to be submitted by both teachers and administrator.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

Use of Professional Growth Plan

VI. Self-choice Plan

Additional curriculum work, graduate credit beyond a Masters Degree, write a professional article, etc.

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Objectives: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-conference and approval with Building Administrator: \_\_\_\_\_

Evaluation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Initiated by Oct. 1

\_\_\_\_\_  
Conference by May 15

Use of Professional Growth Plan

Evaluation Form

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Progress rating form shall be completed during the month of:

\_\_\_\_\_

- \_\_\_\_\_ Goal Met
- \_\_\_\_\_ Goal in Progress
- \_\_\_\_\_ Goal Needs Further Development
- \_\_\_\_\_ Goal Continuing Next Year

Principal's Comments:

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

Teacher's Comments:

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

This progress rating form will be attached to each professional growth option plan.



Memorandum of Agreement

Regarding the St. Lawrence-Lewis Counties  
School District Employees Medical Plan  
Between  
GOUVERNEUR CENTRAL SCHOOL DISTRICT  
(District)  
and  
GOUVERNEUR TEACHERS' ASSOCIATION  
(Local Union)

1. Pending ratification by both the unit membership and the Board of Education, the parties to this agreement hereby agree to participate in the St. Lawrence-Lewis Counties School District Employees Medical Plan, as set forth in the Group Health Plan Document Summary Plan Description, revision dated April 28, 2000. This plan will take effect as of June 1, 2000, and will replace entirely any and all plans of the same name heretofore in existence.
2. District proposals for increased employee premium contributions, prior to negotiations for contracts which will be implemented on or after July 1, 2004, are prohibited.
3. Prescription drug co-payments will increase by \$1 for generic drugs and by \$2 for brand name drugs every time the cumulative cost of the consortium's prescription drug program increases by 20% over the June 1, 1999 – May 31, 2000 base period amount and again from each time they are subsequently adjusted. Prescription costs will be totaled at the end of each month for the immediately preceding twelve-month period; said total must be at least 20% higher than any prior total which was used as an adjustment base in order for an increase in the co-payments to occur. Such indexing will be implemented until, and only until, June 30, 2004; any final adjustment in co-payments will be made on or before June 30, 2004, using the cumulative prescription cost as of May 31, 2004 or earlier.
4. No benefit payable under the plan which is in existence on May 31, 2000, will be excluded from payment under the plan which takes effect on June 1, 2000. Any benefit not specifically addressed through this Agreement shall continue as a part of this Agreement.



5. There will be a transition period during which persons covered by the plan may transition from out-of-network providers to in-network providers, as follows:

If a covered person has been undergoing treatment with a primary care physician who is a non-participating provider within a sixty (60) day period prior to the effective date of the new plan, he/she will be allowed to continue with that provider until such time as the treatment is completed or 120 days, whichever is less. Benefits will be paid at network levels minus applicable co-payments for medically necessary services.

If a covered person has been undergoing treatment with a specialist who is a non-participating provider within a sixty (60) day period prior to the effective date of the new plan, he/she will be allowed to continue with that provider until such time as the treatment is completed or 240 days, whichever is less. Benefits will be paid at network levels minus applicable co-payments for medically necessary services.

At the completion of the allowable period, if there is a network provider available to continue necessary services, and the covered person chooses to continue to utilize the non-participating provider, benefits will be paid at the out-of-network level, subject to deductible and coinsurance provisions.

The transition period shall also apply should a participating provider leave the network as outlined on page 4 of the Plan Overview.

6. Services provided by ancillary providers (such as providers of chiropractic care, physical therapy and any other identifiable ancillary provider or sub-specialist) shall be treated as in-network benefits until such time as a mutually acceptable network has been established.
7. A covered person who is currently utilizing the service of a provider who does business in Clinton County, Essex County, or the southern part of Franklin County (including Lake Placid, Tupper Lake and Saranac Lake), may continue to utilize such services, the claims for which will be reimbursed on the same basis as would apply to in-network benefits, until such time as a satisfactory provider network has been established for the above-described area. To be deemed satisfactory, such network must include a minimum of 90% of the then-practicing providers whose services have been utilized by covered persons of this plan during the past two years, and whose charges to this plan have equaled or exceeded

\$1000 over the past two years. If such network does not rise to the 90% minimum, it may also be deemed satisfactory if the Regional Bargaining Team determines it is. (The provisions contained in this paragraph seven (7) shall supersede those of paragraph five (5).)

8. An Evaluation Committee of at least as many employee representatives as District representatives will meet in September of 2000 to discuss and examine any concerns or questions which may have arisen as a result of the implementation of the restructured plan. Thereafter, similar meetings will be held at least every six (6) months.
9. One (1) union-appointed representative shall serve as a non-voting member of the Plan's Board of Directors.
10. Plan participants are guaranteed that network level benefits will be available to them if there are no participating providers within a reasonable distance of their home address.

In order to ensure the highest level of benefits, it is recommended that covered person(s) or a designated representative call the plan administrator prior to starting services. The Plan administrator will assist the covered person(s) in locating a provider, and the covered person(s) will only be responsible for their co-payment for medically necessary services.

If a non-network provider is selected for services, and the provider has not been approved by the Plan administrator, medically necessary services may be paid at the out-of-network benefit level, subject to deductible and coinsurance provisions.

11. **Out-of-Area Coverage (National)**  
For out-of-area services, the Plan has contracted with large national provider network(s), to provide the covered person with the opportunity to receive in-network benefits for services performed in areas not within the network. If there are no in-network participating providers, or if there are not the appropriate in-network specialists in the area in which a covered person seeks service, in-network benefits shall be available at the discretion of the plan administrator.

If a covered person is undergoing treatment with a non-participating provider or specialist, the Plan shall make every effort to recruit said provider or specialist during the transition period, (see #5), and in the future as necessary to provide covered person(s) with a better choice of participating providers. (see pages 2 and 3 of the Plan Overview).

12. **Out-of-Area Coverage (International)**  
In-network benefits shall be available to covered person(s) who undergo medically necessary treatment outside of the U.S.A. (see page 2 of the Plan Overview).
13. The Plan Document/Summary Plan Description does not supersede the collective bargaining agreements of participating districts and their local associations; nor does it preclude district-local association arrangements to the contrary.

Don Johnson James J. Cappellano  
Unit Representative District Representative

Date ratified: May 23, 2000 Date ratified: May 23, 2000

The foregoing Memorandum is the result of regional negotiations between the district and unit representatives and is presented, with the full support of those regional representatives, to participating districts and bargaining units for local ratification.

Ray R. Nagel Robert M. Bennett  
Unit Representative District Representative

Jacqueline Wood Robert M. Bennett  
Unit Representative District Representative

Glenda Corwin Ellen M. Wagner  
Unit Representative District Representative

Jeffrey Belodoff OP. Ben  
Unit Representative District Representative

Steve Anderson  
Unit Representative

Date: 5-3-00

Date: 5-2-00